

**CITY OF CANAL FULTON  
CITY COUNCIL MEETING AGENDA**

**May 5, 2010**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CORRECTING & ADOPTING THE RECORD  
OF PROCEEDINGS**

April 20, 2010

5. **REPORTS OF STANDING COMMITTEES**

6. **CITIZENS' COMMENTS – AGENDA MATTERS  
(Five Minutes per Individual – No Yield)**

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

A. Senior Citizens

B. Community Service Coordinator

C. Fire Chief

D. Police Chief

E. Engineer/Streets/Public Utilities

F. Finance Director

G. City Manager

*High Street Culvert & Erie Ave Widening  
Phase I*

H. Report of Mayor

*Civil Service Commission Appointment  
Signage for Safety Center*

I. Parks & Recreation Board

J. Law Director

8. **THIRD READINGS** - None

9. **SECOND READINGS**

**Resolution 12-10:** A Resolution By the Council of the City of Canal Fulton, Ohio To Enter Into A Memorandum of Understanding With the Stark Council of Governments.

10. **FIRST READINGS**

**Ordinance 4-10:** An Ordinance Amending the Codified Ordinances of the Streets, Utilities and Public Services Code of the City of Canal Fulton, Ohio In Order to Amend Chapter 925 Regarding

Sewer Use Regulations and Repealing Any Ordinances In Conflict Therewith.

**Resolution 14-10:** A Resolution to Amend Resolution 1-10, Rules and Regulations for the Council of the City of Canal Fulton, Specifically Rule #18, and Repealing All Prior Rules and Regulations Inconsistent Herewith.

**Resolution 15-10:** A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into An Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the High Street/Erie Avenue Roadway Improvements – Phase I.

**Resolution 16-10:** A Resolution By the Council of the City of Canal Fulton to Enter Into An Amended Agreement with Wenger Excavating, Inc. to Enter Into A Contract Change Order for the Marshallville Street Sanitary Sewer Extension.

**Resolution 17-10:** A Resolution By the Council of the City of Canal Fulton, Ohio to Adopt An EMS Policy.

**Resolution 18-10:** A Resolution By the Council of the City of Canal Fulton, Ohio to Permit the Finance Director to Hold Other Public Office.

11. **PURCHASE ORDERS & BILLS** – None

**BILLS:** \$75,354.18

12. **OLD/NEW/OTHER BUSINESS**

13. **REPORT OF PRESIDENT PRO TEMPORE**

14. **REPORT OF SPECIAL COMMITTEES**

15. **CITIZENS COMMENTS – Open Discussion  
(Five Minute Rule)**

16. **ADJOURNMENT**

# RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

April 20, 2010

Held

20

## COUNCIL MEETING

John Grogan, Mayor called the April 20, 2010 City Council meeting to order at 7:00 PM in Council Chambers at City Hall.

## PLEDGE OF ALLEGIANCE

## ROLL CALL

Present: Linda Zahirsky, Paul Bagocius, Nellie Cihon, Danny Losch, Sue Mayberry, Matthew Moellendick.

Absent: None

Others Present: Mark Cozy, City Manager; Scott Fellmeth, Law Director; Tammy Marthey, Clerk of Council; Daniel Mayberry, Service Director; Ray Green, Fire Chief; Doug Swartz, Lieutenant; Scott Svab, Finance Director; David Cornelius, James Deans, Victor Colaanni and Mike Mouse, Residents; and Joan Porter, Repository.

## CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS

Mrs. Cihon moved for passage of the record of proceedings as amended, seconded by Mr. Losch. **ROLL: Yes, ALL.**

Mrs. Mayberry asked about paragraph four on page 4, as it is a complete sentence. It should read: Mr. Bagocius asked if they would be getting a report at the next meeting regarding the income from the tax collections because it will be the quarterly statements.

Mr. Svab stated yes.

Mrs. Mayberry also stated on page 8, under Citizens Comments, should read, Mr. Cozy asked if Council wants to do three readings on the MOU for the 9-1-1 Dispatching from SCOG or they want to do a voice motion. It was stated to do a Resolution.

## REPORTS OF STANDING COMMITTEES

Safety Committee: Mr. Bagocius stated they had a joint meeting with the Fire District. The committee established goals, strengths and concerns, as well as procedures were established for the committee.

Personnel/Rules Committee: Mrs. Zahirsky stated the committee met to discuss the requirement of logs for city vehicles. Most of the members felt it was not a wise idea to require use of logs since they were sued in the past for not having complete logs and paid out \$20,000. Each department head will monitor their department's vehicles.

Raises and Bonuses: Mrs. Zahirsky had asked Mr. Svab about income tax collections and it was indicated they were down 6% at this point. It was decided that raises and/or bonuses would remain frozen at this point.

**RECORD OF PROCEEDINGS  
CITY OF CANAL FULTON**

Minutes of

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 1014A

April 20, 2010

Held

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**Council Rule #18:** Mrs. Zahirsky states that was discussion on Rule #18, regarding submission of legislation to council. The charter says any council member can present legislation to council. Rules #18 was to refine the procedure but it is not being followed and they felt they should change it.

Mrs. Zahirsky moved to amend Council Rules #18, to the first paragraph. The second paragraph was not changed. It shall read, department heads or member of the administration or council shall send the draft ordinance or resolution approved by the director of law to the council president protempore and city manager. Council president protempore may assign it to a committee or allow the legislation to be brought to the full council for consideration, seconded by Mr. Moellendick. **ROLL: Yes, Mrs. Cihon, Mr. Moellendick and Mrs. Zahirsky. No, Mr. Bagocius, Mrs. Mayberry, Mr. Losch. Being a tie, the Mayor voted. Yes, Mayor.**

Mayor Grogan asked if this came out of committee and if it had the opportunity to go to the law director for review.

It did come from committee and these are the council rules.

Mr. Bagocius stated he will be voting no because this just happened and he would like more time to digest it. It was just presented at the meeting before council.

Mrs. Mayberry stated on a few occasions since coming onto council has pointed out that legislation that was on the agenda did not go through committee. The council rules state legislation shall go through committee. She stated legislation that is adopted on a regular basis can bypass committee.

Mrs. Mayberry stated she saw that the school levy was on the agenda and had asked if it had gone through committee. She stated there really isn't a committee to address this issue. She stated this would make her to believe that this shouldn't be made into legislative form. As a result of her questioning on this, she state we are at the point that they are going to change this rule. She believes the rule works.

Mayor Grogan stated they are talking about two different types of legislation, ordinances and resolution.

Mrs. Mayberry stated it falls under the same rule.

Mayor Grogan stated the differences between resolutions and ordinances, is council can review the resolutions and speak on behalf of their constituents with what they believe is something their constituents want. He stated an ordinance is something they have to deal with as law.

Mr. Fellmeth stated for the record, he is in full agreement with Mr. Bagocius and Mrs. Mayberry because this legislation says is that anyone can call him, anytime and request him to propose legislation to propose legislation regardless of not if it is going to pass and whether or not it is the general consensus and he doesn't want to spend a lot of time writing legislation that isn't going to get accepted unless there is some general consensus to do so.

# RECORD OF PROCEEDINGS

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Mayor Grogan stated this has been a big issue. There has been a lot of additional telephone calls, emails and things of that nature to the city manager, the law director and himself when there should be a little more of a funneled approach to this.

Mrs. Zahirsky stated as the rule is written now, the law director is to review it before it comes to committee. Mrs. Zahirsky stated they could then leave off the sentence, approved by the director of law.

Mr. Fellmeth stated there should be some type of consensus of what the legislation is going to be prior to asking him to prepare it. He stated to have a department head or someone singularly to ask for legislation to be prepared; it may not be what the committee wants at all. He felt they should have some discussion of what the general parameters are and then he can prepare legislation which will conform to their wishes.

Mr. Cozy stated it is tough to draft the legislation before the committee ever sees it.

Mrs. Zahirsky stated what they are trying to do is that all legislation needs to go through committee. She stated that is the problem with how the rule currently reads.

Mrs. Zahirsky stated they could change the wording that it doesn't need to be approved by the director of law because that is what he is asking them to do.

Mr. Losch asked if this discussion is regarding Resolution 13-09 and how did it get placed on the agenda.

Mrs. Zahirsky stated she approved it because Mr. Bagocius asked that it be on the agenda.

Mr. Fellmeth stated this legislation has been on the agenda in the past.

Mrs. Zahirsky stated she is going to ask that they do a rule 31, that they sidestep the rule that requires it to go to committee.

Mr. Fellmeth stated rule 31, suspension of the rules; the council rules have a conflict with the charter. The charter states 2/3 and the council rules state 3/4.

Mr. Mouse asked Mrs. Zahirsky is there would be an additional stop cap and filtered through the council president. He asked how this would work and would they have the power to stop.

Mrs. Zahirsky stated the president pro tempore. She stated they wouldn't have the power to stop legislation, it would either go to committee or it comes to council.

## **CITIZENS' COMMENTS – AGENDA MATTERS** - None

## **REPORTS OF ADMINISTRATIVE OFFICERS**

### **SENIOR CITIZENS (Nellie Cihon)**

New Orleans Trip: Mrs. Cihon stated they have two buses.

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DAYTON LEGAL BLANK INC. FORM NO. 1014B

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Rivers Casino: Mrs. Cihon stated the center is sponsoring a bus trip to Rivers Casino on May 5, 2010. The cost is \$30 and receive \$20 back in free play and \$5 food voucher.

Swiss Steak Dinner: The center will be serving the next swiss steak dinner on May 1, 2010 from 4:00-6:30 PM. Reservations can be made by calling the center.

**COMMUNITY SERVICE (John Murphy, Coordinator)**

Monthly Report: The monthly report was submitted and included in packet.

**FIRE CHIEF (Ray Green, Chief)**

Monthly Report: Chief Green stated the monthly report is attached. There were 59 incidents for the month. From the 59 incidents, there were 32 ambulance calls, with 29 being transported.

Fire Inspector School: Captain Shawn Yerian had applied to go to state fire inspector school to obtain certification as fire officer I. Captain Yerian received news he received a scholarship through Nationwide Insurance that will cover his tuition.

Purchase~Radios: Chief Green stated there is a bill to Mitchell Communications for \$2,700 for new portable radios. With all the discussion of centralized dispatched and 800mgz radios, some of the departments radios were old and they are phasing them out. They are replacing them with new UHF radios. These radios will do the same that the 800 radios will do. They have zones and the radios have a display in them so that the firefighter can see what channel he is on. When they key up, they give an identifier. It has an emergency button.

Probationary Appointment: Chief Green stated he has a probationary appointment, Mr. David Cole. He has an interest in working with the Fire Prevention Bureau. He is a state certified fire inspector, paramedic, level II firefighter and experience with the City of Rittman, Chippewa Township and also works with Lawrence Township Day Crew.

Chief Green stated with the renovations that are going to be happening at the schools, the fire prevention bureau is going to be very active.

Mayor Grogan stated based upon the credentials of Mr. Cole, and he comes with very good credentials. It is therefore, his recommendation that they accept the nomination from the chief and approve Mr. Cole to be a fire/medic for the Canal Fulton Fire Department.

Mrs. Cihon moved to approve the probationary appointment of Mr. Cole, seconded by Mrs. Zahirsky. **ROLL: Yes, ALL.**

**POLICE DEPARTMENT (Doug Swartz, Lieutenant) - Not Present**  
(Handling a police matter)

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Lt. Swartz arrived late. He wanted to extend thank you for the training and equipment they have been afforded over the years and for all the support for the incident that occurred on Sunday.

Mayor Grogan stated the departments involved did an outstanding job. He expressed his thanks to all the agencies that assisted. He stated their may be a bill coming from Canton, as he authorized an expenditure to bring in a dog to search for the weapon.

Chief Green stated that from the time of the call to the time they arrived at the hospital was 28 minutes.

## **ENGINEER/STREETS/PUBLIC UTILITIES (William Dorman/Dan Mayberry)**

Marshallville Sanitary Sewer: Mr. Dorman stated Wenger Excavating is approaching Marshallville Street.

Mr. Dorman stated his office provided assistance at a public meeting for the review the project.

High Street Culvert-Widening Project: Mr. Dorman stated they will be meeting with CDBG to see if anything needed for bidding.

Storm Sewer: Mr. Dorman stated they are reviewing some storm sewer issues on Wooster Street and investigating some problems they have experienced since last flood.

Mr. Losch asked if Marshallville Sewer would be open during project along road. Mr. Mayberry stated some of it is 15' off the burm of the road and remainder is 8' off the burm. The road should be passable.

## **FINANCE DEPARMTENT (Scott Svab)**

Income Tax Collections: Mr. Svab stated the income tax collections are down 6%. He stated they will know better the end of April.

Purchase Orders: Mr. Svab stated there are three additional purchase orders, PO 6043, 6019 and 6040.

March Financial Statements: Mrs. Cihon moved that they are in receipt of the March financial statements, seconded by Mr. Losch. **ROLL: Yes, ALL.**

Mr. Bagocius stated it would appear they would need to start having a budget control with having the collections 6% down. He asked if the administration makes a recommendation to the finance committee or does the finance committee meet now to review this.

Mr. Svab stated even though they are still down 6%, he budgeted less and this won't affect the budget.

Mrs. Zahirsky stated the finance committee would look at it if the numbers are down significantly. They start reviewing the budget in August. She stated they have had a significant amount of committee meetings this year.

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Mayor Grogan stated this isn't unusual.

Mr. Bagocius asked that this be put on the agenda for the finance committee meeting.

Mrs. Zahirsky moved to change the Finance Committee meeting from May 5 to May 18 at 6:00 PM, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Mrs. Zahirsky moved to have a Public Service Committee meeting on May 5, 2010 at 6:00 PM to discuss water rates, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

**CITY MANAGER (Mark Cozy)**

Signage for Safety Center: Mr. Cozy stated he received a third quote. The third quote didn't include masonry work, it is on a pedestal.

One of the quotes is over \$21,000 and the other is almost \$19,000.

Mr. Cozy indicated he is not asking for a vote tonight; he is just asking council to review quotes.

Mrs. Zahirsky stated she would like to wait until after Finance Committee meeting.

Mayor Grogan stated we need to get the sign done so we can communicate with the public.

CEDA & JEDDS: A comparative analysis was prepared by a few attorneys.

Mrs. Zahirsky asked fellow council persons on safety committee to let her know their calendars for mid May for a future meeting.

Mayor Grogan stated we don't we need to do this specific to the area they want the CEDA or JEDD.

Mrs. Zahirsky stated she feels Mr. Cozy would like to educate council and to have a committee meeting to review the agreements that they would be using.

Mrs. Mayberry stated she would like to include the trustees in on the meetings.

Mr. Cozy stated they need to review all the information and not wait until they have something.

Building Doctor Seminar: The seminar will be held on Thursday at the Northwest Stark Senior Center. All are invited to attend. They will be making home visits on Friday.

Canal Boat: The canal boat is coming out of the dry dock on April 27, 2010.

Trout Derby: The derby is being held on April 24, 2010. The derby was started by Jack Cullen.

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**REPORT OF MAYOR (John Grogan) - No Report.**

**PARKS & RECREATION BOARD (Fred Fleming) - Not Present.**

It was stated that Council and the Park Board had a special council meeting to go over the plans for the new park area and their request for funds for the engineering and work to get the park ready. They would like to do it in modules.

**LAW DIRECTOR (Scott Fellmeth) -**

Mr. Fellmeth stated that Mr. Bagocius submitted a request to him regarding the finance director of Canal Fulton whether there is a potential conflict of interest because he is holding a part-time position with the City of New Franklin. Mr. Bagocius specifically asked him if according to Charter, 6.02(b), the Director of Finance shall not hold any other public office.

Mr. Fellmeth stated technically he would have to agree that he is correct, it's a possible conflict, however, nothing that can't be cured by a resolution of council. The Charter does permit council to enable Mr. Svab to hold another position, which would not be in conflict with the charter providing we do a resolution saying he can. He stated his own personal opinion he wouldn't want to be in a position where he is denying someone the opportunity to increase his livelihood where it doesn't present a possible conflict of interest. If there indeed a conflict, he would recommend council pass a resolution to allow him.

Mayor Grogan asked what the definition of public office. Mr. Fellmeth stated the director of finance is really an administrative position, as is the law director. It could be argued that it is a public office, but he could make the argument that it isn't because it isn't an elected position. It can be corrected by the passage of a resolution.

## **THIRD READINGS**

**Resolution 11-10:** A Resolution by the Council of the City of Canal Fulton, Ohio to Enter Into a Contract with Floyd Browne Group to Provide Planning Services for Downtown Revitalization.

Mrs. Cihon moved for passage, seconded by Mrs. Zahirsky. **ROLL: Yes, ALL.**

Mrs. Mayberry stated there was a lot of discussion about the possible scenic railroad and hotel and she hopes the study proves that it is going to work and if it doesn't they learn this early.

**SECOND READINGS** - None

## **FIRST READINGS**

**Resolution 12-10:** A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into A Memorandum of Understanding With the Stark Council of Governments.

**STANDS AS FIRST READING**



**RECORD OF PROCEEDINGS  
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April 20, 2010

Held

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**Resolution 13-09:** A Resolution Proclaiming Support for Issue Seven on the May 4, 2010, and Declaring an Emergency.

Mayor stated the emergency is due to the election

Mr. Bagocius moved to suspend the rules, seconded by Mrs. Zahirsky.

**ROLL: Yes, Mrs. Zahirsky, Mr. Bagocius, Mrs. Cihon, Mr. Losch, and Mr. Moellendick. No, Mrs. Mayberry.**

Mrs. Zahirsky stated they are suspending the rules and also that it didn't have to go to a committee.

Mrs. Mayberry stated she expressed in the Personnel Committee in regards to this legislation is that it didn't go through committee. She stated she doesn't feel there should be legislation. She taken people are entitled to their decision on whether they vote yes or no. She stated voting is a secret ballot because it is a personal issue. She stated as a public official, she stated in her capacity is influence anybody and feels this influences people to do something and this is what she doesn't support.

Mrs. Zahirsky moved for passage under suspension, seconded by Mrs. Cihon. **ROLL: Yes, Mrs. Zahirsky, Mr. Bagocius, Mrs. Cihon, Mr. Losch and Mr. Moellendick. No, Mrs. Mayberry.**

Mr. Bagocius stated he firmly believes for the health of the city we need the health of the school district. If we are going to attract business and people into the city, we have to have a healthy school system. He stated regardless what people feel created the unhealthy situation, he is proud to say he will be voting on the resolution to support the income tax. He feels it is the best thing for the city and this is why he feels the city needs to act on the issue.

Mrs. Zahirsky stated on the issue of Mrs. Mayberry's concerns if they are trying to influence people. She thinks yes they are, there are people that wanted to know their position on this issue. She stated Mr. Colaanni urged them to get out there and put their position in front of people. She will personally be paying a lot more in taxes but doesn't bother her because she will retire in six years.

She stated the last time this issue came up, just because she is either for or against something doesn't those will have to follow blindly by what she says and this goes toward the issue of influence. She is in favor of this legislation.

Mrs. Metzger stated as being one of the supporters from the district and from being involved, the community wanted council to speak and they are answering them and not anyone else. She stated this question was asked over and over again. They will be received well in stating they support this.

**PURCHASE ORDERS & BILLS**

**P.O. 6032** to Canal Fulton Electrical for Materials and Labor to Upgrade Cover Mounted Controls on Water Distribution Control Panel System in the Amount of \$6,720.00.

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Mrs. Cihon moved for approval, seconded by Mr. Moellendick. **ROLL: Yes, ALL**

It was stated this is a budgeted item.

**P.O. 6037** to Stephen's Asphalt Paving Company to Resurface Walking Path at NW Senior Center in the Amount of \$8,250.00. (It was noted this is for the track at Muhlhauser Park)

Mr. Bagocius moved for approval, seconded by Mr. Losch **ROLL: Yes, ALL.**

Mr. Svab stated Mr. Petersen and Mr. Mayberry received several quotes. This is a budgeted item.

**P.O. 6019** to Physio-Control Corporation for Annual Maintenance Agreement for 12 Life Pak Monitors.

Mrs. Cihon moved for approval, seconded by Mrs. Zahirsky. **ROLL: Yes, ALL.**

Chief Green stated they got another price quote but learned they had to stay with this vendor in order to not cancel out the warranty.

**P.O. 6040** to CTI Environmental, Inc. for Engineering Services for Marshallville Sanitary Sewer Extension, Not to Exceed Contract of \$45,000 Per Resolution 4-10. Mrs. Zahirsky moved to approved, seconded by Mr. Losch. **ROLL: Yes, Mrs. Zahirsky, Mrs. Cihon, Mr. Losch, Mrs. Mayberry, and Mr. Moellendick. Abstain: Mr. Bagocius**

**P.O. 6043** to Clark Concrete Construction to Replace Sidewalk – Repair Downtown Area in the Amount of \$3,100.00

Mrs. Zahirsky moved for approval, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

Mr. Svab stated this was a budget item.

**Bills: \$67,296.35** Mr. Moellendick moved for approval, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

**OLD/NEW/OTHER BUSINESS** - None

**REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky)** - None

**REPORT OF SPECIAL COMMITTEES** - None

**CITIZENS COMMENTS-Open Discussion (Five-Minute Rule)**

**Nikki Metzger:** Mrs. Metzger stated she is a member of the NW Board of Education and thanked them for supporting them.

**James Deans:** Congratulations to the Northwest Stark Senior Center for receiving Senior Center of the Year.

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Victor Colaianni: Mr. Colianni thanked council for passing the legislation supporting the schools.

Mr. Colaianni stated on the 2007 ballot, there was language about a managed reserve fund and there isn't one established yet and it is his understanding that it takes legislation for this to happen.

He stated they have a responsibility to the voters and one of the two new people campaigned on the financial health and the elimination of debt of the city. He challenged them by the May finance meeting to come forward with legislation to either take some of the carry over and establish a managed reserve fund or put something aside so they can eliminate some of the debt to move forward in a little bit better financial health.

Mrs. Zahirsky stated instead of setting up a managed reserve fund, they have taken those funds and have paid off Puffenberger property, which was more than \$1M. They had to borrow from the utility department and take from the green space fees and use the extra carry over they had instead of setting up a managed reserve fund. One of the reasons they paid off the note, was the difficulty even being able to borrow funds last year. They had a different time getting someone to buy the bonds. They were also looking at the savings of the interest they would be paying out on bonds versus what they were getting in the reserve funds they had set aside. This council made an informed decision last year, they set out to pay off debt.

Mr. Colaianni asked if the entire \$520,000 is gone that was carried over.

Mrs. Zahirsky stated no. The finance committee will review this summer.

Mr. Bagocius stated when they set up the Finance Committee meeting at last meeting, there was a conversation for discussion at that meeting would be an establishment of reserve fund. This issue is being addressed.

Proclamation: Mayor Grogan presented the Northwest Stark Senior Center a proclamation honoring them for their volunteer hours and being honored as the Center of the Year.

Michael Mouse: Mr. Mouse stated for them to look at concrete work that Clark did.

Mr. Mouse asked about the bill for Pellini and Associates and what it was for.

Mr. Svab stated it was for services for last month.

Mr. Mouse wanted to thank the guests from the school district and he echoes the comments about the schools.

He stated when schools looks at finances, debt wasn't one of the items they looked at.

Mayor Grogan stated this is a school board question.

# RECORD OF PROCEEDINGS

Minutes of

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## **ADJOURNMENT**

Mayor John Grogan adjourned the April 20, 2010 meeting. The next regular scheduled meeting is May 5, 2010 at Canal Fulton City Hall, Council Chambers.

Tammy Marthey, Clerk of Council

John Grogan, Mayor

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No.

12-10

Passed

20

A RESOLUTION BY THE COUNCIL  
OF THE CITY OF CANAL FULTON  
OHIO TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING  
WITH THE STARK COUNCIL OF  
GOVERNMENTS.

WHEREAS, the Stark Council of Governments (SCOG), whose membership includes 37 Townships, Villages and Municipalities in Stark County, has created a sub-committee of its organization called the Countywide 9-1-1 Dispatch Center Governance Board; and

WHEREAS, this Governance Board has been appointed to oversee and recommend to SCOG the appropriate operational functions of the Countywide 9-1-1 Dispatch Center; and

WHEREAS, SCOG, through recommendations of the Governance Board and review of the GeoComm Study, did approve a Countywide 9-1-1 Dispatch Center Plan; and

WHEREAS, it is the goal of the Countywide 9-1-1 Dispatch Center Plan to collaborate with the 38 government entities in Stark County to create one dispatch center for the entire County; and

WHEREAS, THE CITY OF CANAL FULTON being apprised of the Countywide 9-1-1 Dispatch Center Plan has been asked to declare its support of said Plan, in principle.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into a Memorandum of Understanding (MOU) with the Stark Council of Governments (SCOG) pursuant to proposal attached as Exhibit "A".

\_\_\_\_\_  
John Grogan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution \_\_\_\_-10, duly

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_.  
2010, and that publication of the foregoing Resolution was duly made by posting  
true and correct copies thereof at five of the most public places in said  
corporation as determined by Council as follows: Post Office, Public Library,  
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council  
Chambers each for a period of fifteen days, commencing on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

SEF/bp

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS BETWEEN THE STARK COUNCIL OF GOVERNMENTS AND THE (government entity).

**WHEREAS**, the Stark Council of Governments (SCOG), whose membership includes 37 Townships, Villages and Municipalities in Stark County, has created a sub-committee of its organization called the Countywide 9-1-1 Dispatch Center Governance Board; and

**WHEREAS**, the Governance Board is comprised of nineteen members from Stark County including representatives from the public, Police Chief's Association, Fire Chief's Association, large and small townships and villages, Red Center (LOGIC), Alliance Dispatch, CenComm Dispatch, Canton Communication Center, Sheriff's Dispatch Center, Stark 9-1-1 Call Center, Criminal Justice Information System (CJIS), City of Canton, Stark County Government, Stark Regional Transit Authority, the Stark County Sheriff and the Administrator of SCOG; and

**WHEREAS**, this Governance Board has been appointed to oversee and recommend to SCOG the appropriate operational functions of the Countywide 9-1-1 Dispatch Center, and;

**WHEREAS**, SCOG, in an attempt to consolidate all emergency dispatch operations in Stark County into one Public Safety Answering Point (PSAP), hired GeoComm Corporation to conduct a study on the feasibility of this one PSAP, and;

**WHEREAS**, SCOG, through the recommendation of the Governance Board, hired a full-time Project Manager for this project; and

**WHEREAS**, the main objective of creating a Countywide 9-1-1 Dispatch Center is to substantially reduce or eliminate 9-1-1 calls that are received and then transferred by phone to 10 different dispatch centers, and to achieve further cost and operational effectiveness; and

**WHEREAS**, the transfer of approximately 130,000 of these calls have caused occasional delays in response and exacerbated injury to our citizens; and

**WHEREAS**, SCOG, through recommendations of the Governance Board and review of the GeoComm Study, did approve the following Countywide 9-1-1 Dispatch Center Plan:

Establish one Public Safety Answering Point (PSAP) in Stark County which would be located at 626 30<sup>th</sup> Street NW, Canton, Ohio. All subdivisions in Stark County can be serviced by this one PSAP.

Establish two locations for which all 9-1-1 calls, both land line and wireless, will be received and dispatched. One location would be the Canton Communication Center because it is the hub for the county radio system and the other location would be the Stark County Sheriff's Dispatch Center because it has an existing connection to the Canton Communication Center. The purpose of the two sites is to provide an appropriate means of redundancy. If one site would go down for any reason the other site would still be operational.

Secure leases from both the City of Canton and the Stark County Commissioners for both locations. Each lease would be for 99 years at \$1.00 a year.

Progress to "Next Generation 9-1-1 Technology" (VoIP-Voice over Internet Platform) for both the call taking and dispatching functions. This would include bridging our present 4.1 radio platform to a new, Project 25, 7X platform. This platform will be the future for state interoperability.

Purchase new MCC 7500 IP Consoles which would incorporate the new 7x technology.

Purchase new software for both Computer Aided Dispatching (CAD) and Records Management (RMS). This software will allow dispatchers to view all emergency responders in all of Stark County and the software will create an appropriate response running order. It will also maintain records of all emergency responses in the county and will interface with each agency so they can obtain those records.

Establish training procedures and policy for all dispatchers working at the Dispatch Center. The Police and Fire Training Sub-Committee of the Governance Board was established to define these procedures and policies.

This plan will continue to be a work in progress but it is a starting point for us to move forward, and;

**WHEREAS**, the overall annual costs to operate the ten dispatch centers and one call center in the county is over six million dollars in local tax money; and

**WHEREAS**, the new Countywide 9-1-1 Dispatch Center will initially reduce these annual costs by approximately 2.2 million dollars while significantly improving the service level and virtually eliminating all 9-1-1 call transfers; and



**WHEREAS**, it is the goal of the Countywide 9-1-1 Dispatch Center to collaborate with the 38 government entities in Stark County to create one dispatch center for the entire County, and;

**WHEREAS**, the attached User Fee Schedule is an example of how users who are part of this Countywide 9-1-1 Dispatch Center would be charged for the purpose of paying the annual operating costs of this Center; and

**Now Therefore, be it Resolved** that ( government entity ) being apprised of the Countywide 9-1-1 Dispatch Center Plan does hereby declare its support of said Plan, in principle. This support of the Plan does not operate as a financial commitment, it being understood that such a commitment is dependent on approval of a final funding model and agency-specific fee proposals which must be separately approved.

PASSED:

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

OR (Townships)

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Fiscal Officer

County Entity	Population	Unit Cost	User Fee	Current Expense	Police Dispatch	Fire Dispatch	Police Provider	Fire Provider	EMS Provider	Savings
Sheriff	111,454	7	\$780,178	\$854,007	Sheriff		Sheriff			\$73,829
Alliance	22,416	10	\$224,160	\$469,173	Alliance	Alliance	Alliance	Alliance	Private	\$245,013
Beach City	1,096	10	\$10,960	\$20,954	Red Ctr	Red Ctr	Beach Ct	Beach Ct	Beach Ct	\$9,994
Brewster	2,313	10	\$23,130	\$46,067	Red Ctr	Red Ctr	Brewster	Brewster	Brewster	\$22,937
Canal Fulton	5,023	10	\$50,230	\$64,997	Red Ctr	CenComm	Canal Ful	Canal Ful	Canal Ful	\$14,767
East Canton	1,602	10	\$16,020	\$10,176	Louisville	Louisville	East C	Osnaburg	Osnaburg	(\$5,844)
East Sparta	775	10	\$7,750	\$19,533	CenComm	CenComm	Magnolia	East Sp	Tri-Div	\$11,783
Hartville	2,553	10	\$25,530	\$50,454	Sheriff	CenComm	Hartville	Hartville	Hartville	\$24,924
Hills & Dales	263	10	\$2,630	\$2,477	Red Ctr	Jackson	Hill Dale	Jackson	Jackson	(\$153)
Limaville	183	3	\$549	\$0	Sheriff	Red Ctr	Sheriff	Lexington	Lexington	(\$549)
Louisville	9,459	10	\$94,590	\$293,901	Louisville	Louisville	Louisville	Louisville	Louisville	\$199,311
Magnolia	607	10	\$6,070	\$23,725	CenComm	CenComm	Magnolia	Magnolia	Quad EMS	\$17,655
Massillon	32,613	10	\$326,130	\$482,737	Red Ctr	Red Ctr	Massillon	Massillon	Massillon	\$156,607
Myers Lake	556	3	\$1,668	\$0	Sheriff	CenComm	Sheriff	Canton Tw	Canton Tw	(\$1,668)
Minerva	1,985	10	\$19,850	\$250,000	Minerva	Minerva	Minerva	Minerva	Bartley	\$230,150
Navarre	1,896	10	\$18,960	\$30,106	Red Ctr	Red Ctr	Navarre	Navarre	Navarre	\$11,146
North Canton	16,925	10	\$169,250	\$481,996	N. Canton	N. Canton	No. Cant	No. Cant	No. Cant	\$312,746
Waynesburg	969	10	\$9,690	\$17,719	Red Ctr	CenComm	Waynesb	Waynesb	Quad EMS	\$8,029
Wilmont	338	10	\$3,380	\$9,945	Red Ctr	Red Ctr	Wilmont	Wilmont	Wilmont	\$6,565
Bethlehem	3,987	3	\$11,961	\$14,967	Sheriff	Red Ctr	Sheriff	Beth.	Beth.	\$3,006
Canton City	78,362	10	\$783,620	\$1,265,109	Canton	Canton	Canton Ct	Canton Ct	Canton Ct	\$481,489
Canton Twp.	13,020	3	\$39,060	\$79,868	Sheriff	CenComm	Sheriff	Canton Tw	Canton Tw	\$40,808
Jackson Twp.	40,402	10	\$404,020	\$588,170	Red Ctr	Red Ctr	Jackson	Jackson	Jackson	\$184,150
Lake Twp.	23,272	3	\$69,816	\$107,532	Sheriff	CenComm	Uniontown	Hartville	Hartville	\$37,716
Lawrence Twp.	8,468	10	\$84,680	\$98,563	Red Ctr	Red Ctr	Lawrence	Lawrence	Lawrence	\$13,883
Lexington Twp.	5,480	3	\$16,440	\$12,373	Sheriff	Red Ctr	Sheriff	Lexington	Lexington	(\$4,067)
Marlboro Twp.	4,699	10	\$46,990	\$55,009	Red Ctr	CenComm	Marlboro	Marlboro	Marlboro	\$8,019
Nimishillen Twp.	9,138	3	\$27,414	\$56,016	CenComm	CenComm	Sheriff	Nim	Nim	\$28,602
Osnaburg Twp.	4,562	3	\$13,686	\$8,700	Louisville	Louisville	Sheriff	Osnaburg	Osnaburg	(\$4,986)
Paris Twp.	4,236	3	\$12,708	\$0	Sheriff	CenComm	Sheriff	Minerva	Bartley	(\$12,708)
Perry Twp.	28,109	10	\$281,090	\$325,807	Perry	CenComm	Perry	Perry	Perry	\$44,717
Pike Twp.	3,568	3	\$10,704	\$12,121	Sheriff	CenComm	Sheriff	East Sp	Tri-Div	\$1,417
Plain Twp.	33,744	3	\$101,232	\$240,000	Sheriff	Plain Twp	Sheriff	Plain Twp	Plain Twp	\$138,768
Sandy Twp.	2,241	10	\$22,410	\$11,617	CenComm	CenComm	Magnolia	Sandy Twp	Quad EMS	(\$10,793)
Sugar Creek Twp	3,275	3	\$9,825	\$0	Sheriff	Red Ctr	Sheriff	Wil/BC/Bw	Wil/BC/Bw	(\$9,825)
Tuscarawas Twp.	6,125	3	\$18,375	\$24,516	Sheriff	CenComm	Sheriff	NL/Dal/Bw	NL/Dal/Bw	\$6,141
Washington Twp.	4,954	3	\$14,862	\$8,904	Sheriff	Louisville	Sheriff	Wash. Twp	Wash. Twp	(\$5,958)
Robertsville	172	3	\$516	\$6,426	Sheriff	CenComm	Sheriff	Robertsv	Robertsv	\$5,910
<b>Totals</b>	<b>379,386</b>		<b>\$3,760,134</b>	<b>\$6,043,665</b>	<b>Potential savings based on raw comparisons, could be more or less depending on each political subdivisions situation.</b>					<b>\$2,283,531</b>

5.2 million dollars minus 625,000.00 tax levy revenue and 800,000.00 wireless 9-1-1 annual revenue = 3,775,000.00  
3,775,000.00 divide by 380,000 County population = 10.00

**RECORD OF ORDINANCES**

Daxton Legal Blank, Inc.		Form No. 30043
Ordinance No. <u>4-10</u>	Passed _____, 20____	
<p>AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE CITY OF CANAL FULTON, OHIO IN ORDER TO AMEND CHAPTER 925 REGARDING SEWER USE REGULATIONS AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.</p> <p>WHEREAS, the Stark County Ohio Health Department has recommended changes in requirements to all sewer districts, and</p> <p>WHEREAS, the Council of the City of Canal Fulton, Ohio has recommended that Chapter 925 of the Codified Ordinances of the Streets, Utilities and Public Services Code of Canal Fulton, Ohio regarding Sewer Use Regulations be amended, and</p> <p>WHEREAS, a public hearing with notice as required by law has been held.</p> <p>NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO THAT:</p> <p>Chapter 925 <u>Sewer Use Regulations</u> is amended to read:</p> <p>Section 925.17</p> <p><b>Minimum Sizing of Plumbing Vent Systems</b></p> <p>The Sewer District requires a minimum three (3) inch main vent through the roof when constructing the plumbing in a dwellings venting system.</p> <p><b>Use of Air Admittance Valves Prohibited</b></p> <p>The Sewer District prohibits the use of Air Admittance Valves in plumbing systems connected to the public sewer system.</p> <p>and Repealing any Ordinance in conflict therewith.</p> <p>_____ John Grogan, Mayor</p> <p>ATTEST:</p> <p>_____ Tammy Marthey, Clerk-of-Council</p> <p>I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____10, duly</p>		

**RECORD OF ORDINANCES**

Dayton Legal Blank, Inc.		Form No. 30043	
Ordinance No.		Passed	
4-10			20
<p>adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2010.</p> <p><u>Tammy Marthey, Clerk-of-Council</u></p> <p>SEF/bp</p>			

AS AMENDED

Resolution 14-10  
Passed: \_\_\_\_\_

**Resolution Presented by Council:**

A RESOLUTION TO AMEND RESOLUTION 1-10, RULES AND REGULATIONS FOR THE COUNCIL OF THE CITY OF CANAL FULTON, SPECIFICALLY RULE #18, AND REPEALING ALL PRIOR RULES AND REGULATIONS INCONSISTENT HERewith

WHEREAS, this Council deems it advisable to amend its rules and regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, COUNTY OF STARK, STATE OF OHIO:

SECTION 1: That the rules of the Council of the City of Canal Fulton shall be adopted and shall remain in effect until amended or repealed, and are as follows:

**I. ORGANIZATION**

**Rule 1. Elected Officers - Presiding Officer**

The Mayor serves as President of Council and Presiding Officer. The Mayor has no vote except in the cast of a tie as allowed by law. The Council shall elect a President pro tempore to serve in the Mayor's absence. The President pro tempore shall serve for a one-year term. In the event of the absence of both the President and President pro tempore, Council shall elect for purposes of that particular meeting, a temporary chairman. The President pro tempore and temporary chairman shall have the right to vote while serving as presiding officer.

**Rule 2. Officer - How Elected**

The President pro tempore of this body shall be elected by a majority of the duly elected members. Nominations shall be made from the floor. Elections shall be by voice vote. In the event no one is elected after two successive votes, the candidate receiving the fewest number of votes on the second vote and each vote thereafter, shall be eliminated as a nominee. The election shall continue by this procedure until one nominee receives four (4) votes. The President pro-tempore shall not be elected more than two consecutive calendar years.

**Rule 3. President Pro Tempore - When Elected**

The President pro tempore shall be elected at the beginning of the first regular Council meeting for each year. All elected members of Council shall cast a vote. In the event the President pro

tempore shall fill the unexpired term of the mayor, the Council shall elect a new President pro tempore by a majority of all members, including the member elected to fill the vacancy on Council.

#### **Rule 4. Council Vacancy - How Filled**

The vacancy in the office of a member of Council shall be filled for the remainder of the unexpired term by election of the majority of all members for the unexpired term. If the Council fails to fill a vacancy within 45 days, the mayor shall fill it by appointment.

#### **Rule 5. Committee of Committees**

At the first meeting of the year, Council shall elect two (2) members of the Council who, together with the President pro tempore, shall constitute the committee on committees.

#### **Rule 6. Duties of Committee on Committees**

Upon election of the two (2) members of the Committee on Committees, they shall meet with the President pro tempore and select the members of the Standing Committees. Such selections shall then be reported by the President pro tempore not later than the next meeting of Council. There shall be a minimum of three (3) members on each Standing Committee.

#### **Rule 7. Standing Committees**

Each Standing Committee shall elect a chairperson for its committee at the committees' first meeting of each calendar year. Each committee will be required to have its initial meeting in the first quarter (January – March) of each calendar year. No Council member shall chair more than one committee. The Standing Committees for Council shall be as follows:

##### **Finance**

Budget, appropriations and re-appropriations, bonds, investments, expenditures, pay ordinances, and ordinances setting salaries.

##### **Economic Development/Zoning**

Land use, zoning, conditional uses, planning and community development, attraction of commercial and industrial development, retention of existing businesses, tax abatement.

##### **Personnel/Rules**

Personnel, labor relations, insurance claims, Rules of Council, and ordinances setting number of employees.

### Safety

Disaster services, communications, fire and paramedics, and police and health.

### Public Service

Streets, highways, sidewalks, and improvements, water, sewer items and franchises.

In addition, Council members may serve as Council liaison on other committees including, but not limited to, Parks & Recreation Board, Planning Commission, Community Betterment Committee, and City Council/Township Trustee meetings. Council members on such committees do not have authority to commit Council's authority over policy or revenue spending.

## **II. MEETINGS - PROCEDURE AND CONDUCT**

### **Rule 8. Meetings of Council**

The Regular Meeting of the Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall at 7:00 PM. By vote of two-thirds of the members elected to Council, at any Regular or Special Meeting of Council called for such purpose, the Council may designate any other public place or public building for the holding of its meetings. Any Regular or Special Meeting of Council may be adjourned to meet at any time within three (3) weeks. Any Council Committee Chairman, Director of Law or Director of Finance may request the President of Council to call a meeting of Council as a whole. The date of the meeting of Council as a whole shall be set by a majority of the members of Council.

### **Rule 9. Special Meetings of Council**

The President of Council, President pro tempore of Council, or any three (3) members of Council may call Special Meetings of Council upon at least 24-hours notice and agenda to each member served personally or left at their usual place of residence. No legislation shall be considered, discussed or voted upon at any Special Meeting of Council, unless that legislation was specifically described as the legislation for which the Special Meeting of Council as called. No additional legislation may be added to the agenda for the Special Meeting of Council. The notice required by law to be served upon each member notifying them of the Special Meeting of Council shall contain a statement of business for the transaction of which such Special Meeting of Council is called.

### **Rule 10. Executive Sessions**

The Council may hold an Executive Session, from which the public is excluded, for any of the following purposes (O.R.C. 122.12(G) (1)):

- (1) Personnel matters, including the appointment, employment, dismissal, discipline, promotion, demotion or compensation of one or more public employees or officials; or the investigation of charges or complaints against a public employee, official, licensee or regulated individual unless the accused party requests a Public Hearing.
- (2) Purchase, sale, or the development of real property where premature disclosure of information would give an unfair competitive or bargaining advantage to a person, or otherwise adversely affect the general public interest;
- (3) Imminent or pending litigation;
- (4) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment;
- (5) Matters required to be kept confidential by Federal Law or Regulations or State Statutes;
- (6) Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be use for the purpose of committing, or avoiding prosecution for, a violation of the law;

An Executive Session may be held upon the determination by a majority or a quorum of the Council, by a roll call vote, to hold such a session, setting forth the general purpose or purposes for which such session will be held.

All formal action of the Council, such as the enactment of legislation or the adoption of rules or recommendations, shall be taken in open meeting.

All Executive Sessions and the reasons therefore, shall be notes in the Minutes of Council.

#### **Rule 11. Opening Proceedings**

The President of Council shall, at the time appointed by Council to meet, take the Chair and immediately call the members to order. In the absence of the President of Council, the President pro tempore shall preside. The Clerk of Council shall call the roll and enter on the minutes the members present or absent at the meeting, and proceed with the regular Council procedure. In the absence of a quorum at the hour appointed for the meeting, the members present may by majority vote recess for a period not exceeding one (1) hour.

#### **Rule 12. Presiding Officer**

The President of Council, or in his/her absence, the President pro tempore, shall have general control of the Council Chambers, shall supervise the Council and the employees in the preparation of the agenda for any meeting and shall preserve the order and decorum during the meetings and decide questions of order and may in common with any other member, call to order any member who shall violate the rules.



### **Rule 13. Order of Business**

That the business of Council at all Regular Council Meetings shall be transacted in the following order with no deviation from such order without the consent of two-thirds of the Council:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Correcting & Adopting the Record of Proceedings of the Previous Meeting or Meetings
5. Special Recognitions (optional)
6. Reports of Standing Committees
7. Citizens Comments - Agenda Matters Only (Five Minutes per Individual - No Yield)
8. Reports of Administrative Officers (as Necessary)
  - A. Senior Citizens
  - B. Community Service Coordinator
  - C. Fire Chief
  - D. Police Chief
  - E. Engineer/Streets/Public Utilities
  - F. Finance Director
  - G. City Manager
  - H. Report of Mayor
  - I. Law Director
9. Third Readings of Ordinances or Resolutions
10. Second Readings of Resolutions or Ordinances
11. First Readings of Resolutions or Ordinances
12. Citizens' Comments (Open Discussion: Five-Minute Rule)
13. Purchase Orders & Bills
14. Report of Council President Pro Tempore
15. Report of Special Committees
16. Old/New/Other Business
17. Adjournment

When Public Hearings are scheduled during a Regular Council Meeting, the presiding officer may adjust the Order of Business accordingly, but only between Items 3 and 8.

#### **Rule 14. Conduct within the Council Chambers**

The Presiding officer shall preserve decorum and decide all questions of order, subject to an appeal to the Council by any member, and in the case of an appeal being taken, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" During such an appeal, the presiding officer shall retain the Chair until the question is disposed of, and may speak on the question. In any case in which a member transgresses the Rules of Council, the presiding officer or any other member may call them to order, in which case the member called to order shall take their seat unless permitted to explain. Members shall not be permitted to leave the Council Chambers without permission of the presiding officer. If a member of Council shall leave the Council Chambers without permission of the presiding officer, it shall count as an absence.

No member of the Council or Administration shall be allowed to speak longer than five (5) minutes if some other member shall request the floor. No member shall speak more than once on the same motion until every member desiring to speak on that motion shall have had an opportunity to do so. While the member is speaking, no one shall interrupt him except the President of Council, who may confine the member to the Rules of Council or a member of Council to raise a point of order.

#### **Rule 15. Nonmember Addressing of Council**

The President of Council may recognize any nonmember for the purpose of addressing Council on any question then pending (Agenda Matters), or on any matter on which Council action is desired (Open Discussion). In such cases, the person recognized shall address the Chair and state their name, address, and subject matter they desire to discuss as it pertains to government business. Their remarks must be confined to the merits of the subject at issue. Speakers must be courteous and avoid discussion of personalities. Except by express permission of Council, speakers shall be limited to five (5) minutes, with no yielding their time to another individual to speak longer. No person who has had the floor shall again be recognized until all others desiring an opportunity to speak have been given an opportunity to do so.

#### **Rule 16. Communications & Correspondence**

No anonymous communications, written or electronically recorded, shall be read or played at any Council meeting. All appropriately signed correspondence addressed to Canal Fulton City Council (or similarity thereof) shall be read aloud at any Council meeting by the Clerk of Council, unless the communication contains charges of a personal nature. Letters from department heads shall be referred to the appropriate committee before read in Council.

#### **Rule 17. Conduct Within Council Chambers**

Any person who, during a Regular Council Meeting, or any duly held meeting of Council, or during any of the meetings of committees, threatens a member of Council or any citizen of this municipality or threatens damage to property within this municipality may be charged with a violation of Section 509.04 of Canal Fulton Ordinances, and may be ordered removed by a

majority vote of Council or by the President of Council. Removal from Council Chambers shall be done by a member of the Canal Fulton Police Department.

### **III. REFERRAL OF LEGISLATION**

#### **Rule 18. Submission of Legislation**

Prior to introducing legislation at a Council meeting, department heads or member of the administration or council shall send the draft ordinance or resolution approved by the director of law to the council president protempore and city manager. Council president protempore may assign it to a committee or allow the legislation to be brought to the full council for consideration. This shall not apply to any legislation that is adopted on a regular basis.

The City Manager will note all requests made either by a department head or any member of the Administration or Council member on matters referred as provided in Council Rule 20. The date of this referral will be the date of the letter. If no date appears on the letter of referral, the Council President shall date the letter of its receipt by the Council President or Presiding Officer.

#### **Rule 19. Petitions & Requests**

All petitions or requests must be received and presented by the Clerk of Council. All other matters which include, but are not limited to, ordinances, proclamations, and resolutions shall be introduced by a member of Council or the City Manager. Such matters shall be signed by said member making the petition or request, and they will be presented to Council and the City Manager. All ordinances and resolutions shall be known by their number and assigned by the Clerk of Council.

#### **Rule 20. Petitions & Claims – Municipal Expenditures**

No petitions or claims demanding money or expenditure thereof shall be received by the Council, unless made in writing, and signed by the petitioner, claimant, or department head or his authorized agent. A copy shall be furnished to the Law Director.

#### **Rule 21. Committee Matters**

It shall be the duty of the City Manager monthly to provide all Council Members and Mayor with a brief list of all matters before all committees, together with the date the matter was referred to that committee.

#### **Rule 22. List of Matters Referred**

Any matter remaining on the Matters Referred list for six (6) consecutive months without action must be deleted and may not be placed on this list again for at least two (2) weeks, at which time it must also be substantially changed or modified.

### Rule 23. Agenda Consideration

Council's agenda shall be included in Council's packet on the Friday before the Regular Council Meeting. Items to be included on the agenda must be in the Clerk of Council or City Manager's office by 12:00 PM (Noon) on the Friday before the Regular Council Meeting. All requests for legislation, which are to be prepared by the Law Director, shall be presented to that office no later than 12:00 PM (Noon) on the Wednesday preceding the meeting at which time such legislation is to be presented. All proposed legislation shall be forwarded by the committee chairperson, the Mayor and President pro tempore, who will confer with the Law Director in preparation of the agenda.

## **IV. COMMITTEE WORK AND MOTIONS**

### Rule 24. Resolution or Ordinance - Time Limit in Committee

All recommendations of committees and all matters pertaining to the legislative function of the Council shall be referred to the President pro tempore in the form of resolutions by motion or ordinance, as the case may require. No committee chairperson shall hold any proposed legislation in committee for more than sixty (60) days, after referral to committee. Any three members of Council, after sixty (60) days, may take legislation out of committee by motion. Said motion must be approved by a majority vote of the legislative body present at the time the motion is made. However, when time is of the essence or any emergency exists, any three (3) members of Council may take legislation out of committee by motion after the expiration of fourteen (14) days from the time the matter was referred to committee. Said motion, referred to hereinafter in this paragraph, must be approved by a majority of the Council members present when the motion is made.

### Rule 25. Stating of Motions & Calling of Roll

At regular meetings, all motions shall be stated by the Mayor or President pro tempore and put by the Clerk of Council, who shall declare all votes. Roll call shall be recorded as "Yes" or "No" or "Abstained."

### Rule 26. Reconsideration of Motions or Votes

A motion to reconsider a vote on any question shall not be in order until one Regular Meeting of Council has intervened, since the decision and the motion to reconsider can be made only by a member voting with the prevailing side.

### Rule 27. Legislation Procedures – Matters of Finance, Contracts & Employees

All legislation involving appropriations, transfer or expenditure of funds, all pay ordinances setting salaries and numbers of employees, and ordinances authorizing contracts with Municipal Services must first be presented to the Council Committee overseeing that department or unit making the request. After the committee reviews the request, any legislation involving funds or municipal financial matters shall be forwarded to the Finance Committee, with a recommendation prior to the

official request being presented to Council. All other legislative items can be submitted directly to Council.

## **V. MINUTES**

### **Rule 28. Meeting Minutes**

The minutes of the Regular and Special Meetings and Public Hearings of the Council shall be available for public inspection during regular business hours. Members of the public who request copies of minutes may purchase them at a cost of five cents (\$0.05) per page.

### **Rule 29. Recording of Minutes**

The Clerk of Council shall be required to take minutes of all meetings of Regular and Special Council meetings. The committee chairperson shall be responsible for the minutes of committees, and may record meetings to be transcribed upon the chairperson's request to the Clerk of Council. The Clerk of Council should place approved minutes in each committee's minute book.

## **VI. RULES**

### **Rule 30. Amending or Revision of Rules**

These rules may be amended at any regular meeting by a two-thirds (2/3) vote of the Council.

### **Rule 31. Suspension of Rules**

These rules may be suspended for the time being, at any meeting of the Council, by vote of three-fourths (3/4) of all its members then present at that meeting, wherein the motion to suspend these rules was made.

### **Rule 32. Parliamentary Procedure**

All questions arising concerning the governing of the Council and the transaction of business therein not provided for in the foregoing rules shall be decided, held, and governed by the Statutes of Ohio; the ordinances of the City and upon all other matters, *Robert's Rules of Order Newly Revised* shall be standard of parliamentary usage.

### **Rule 33. Override of Council President**

By three-fourths (3/4) vote of all its members, Council may override any decision or ruling by the President.

**Rule 34. Meeting Notices**

Notices to continue to hold meetings - Regular, Special, or otherwise - shall be posed at least twenty-four (24) hours prior to such meeting(s) at:

Canal Fulton Public Library	Chapel Hill Community
Canal Fulton City Hall	Canal Fulton Post Office
Canal Fulton Police Department	Giant Eagle Supermarket
Heritage Square Pharmacy	

Such notices shall give the time, place and purpose of such meeting.

This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that changes can be effective immediately, wherefore, this Resolution shall take effect and be in full force immediately upon its passage.

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John Grogan, Mayor

ATTEST:

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Tammy Marthey, Clerk of Council

I, Tammy Marthey, Clerk of Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution 1-10, duly adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_, 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2010.

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Tammy Marthey, Clerk of Council

**RECORD OF RESOLUTIONS**

City of Canal Fulton, Inc. Form No. 3004b

Resolution No.

15-10

Passed

20

A RESOLUTION BY THE COUNCIL  
OF THE CITY OF CANAL FULTON, OHIO  
TO ENTER INTO AN AGREEMENT  
WITH CTI ENGINEERS, INC. TO  
PROVIDE PROFESSIONAL  
ENGINEERING SERVICES FOR THE  
HIGH STREET/ERIE AVENUE  
ROADWAY IMPROVEMENTS - PHASE 1

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the  
improvement of High Street/Erie Avenue Roadway Improvements - Phase 1, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to  
the City to provide the professional engineering services needed to implement and  
construct those improvements.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into an agreement with the CTI  
Engineers, Inc. to provide professional engineering services for the High  
Street/Erie Avenue Improvements - Phase 1 pursuant to proposal attached as  
Exhibit "A".

\_\_\_\_\_  
John Grogan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do  
hereby certify that this is a true and correct copy of Resolution \_\_\_\_-10, duly  
adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_,  
2008, and that publication of the foregoing Resolution was duly made by posting  
true and correct copies thereof at five of the most public places in said  
corporation as determined by Council as follows: Post Office, Public Library,  
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council  
Chambers each for a period of fifteen days, commencing on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

SEF/bp



CTI Engineers, Inc.  
101 Central Plaza South  
Suite 400  
Canton, Ohio 44702  
Phone 330.455.7733  
Fax 330.313.2282  
www.ctiengr.com

April 28, 2010

Mr. Mark Cozy  
City Manager  
City of Canal Fulton  
155 East Market Street, Suite A  
Canal Fulton, Ohio 44614

Subject: Proposal to Provide Professional Engineering Services  
for the High Street/Erie Avenue Roadway Improvements Phase I  
CTI Proposal No. EP10033

Dear Mr. Cozy:

CTI is pleased that the City of Canal Fulton has requested our proposal to provide professional engineering services during the construction phase of the proposed project.

CTI proposes to perform the tasks outlined in the attached Agreement for a total fee not to exceed Twenty Four Thousand Five Hundred Dollars (\$24,500.00). Invoices will be submitted monthly to the City based on actual costs.

Please contact us if you have any questions or require further information.

Very truly yours,

CTI Engineers, Inc.



John V. Lund, P.E.  
Vice President

Enclosures



**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between the City of Canal Fulton, 155 East Market Street, Canal Fulton, Ohio 44614 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., 101 Central Plaza South, Suite 400, Canton, Ohio 44702 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the construction of the High Street / Erie Avenue Roadway Improvements - Phase 1 project (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the cost-plus services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Twenty Four Thousand Five Hundred Dollars (\$24,500.00) without the prior authorization of the CLIENT.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits, payroll taxes, overhead and profit. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

**APPENDIX A  
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.

**APPENDIX A****PAGE 2**

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the matter shall be decided by arbitration in accordance with the rules of the American Arbitration Association. A panel of three arbitrators shall be required for any disputes in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the American Arbitration Association shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence,

**APPENDIX A****PAGE 3**

supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.

12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
14. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this

**APPENDIX A****PAGE 4**

- Agreement. Nothing In this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
19. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
  20. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
  21. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
  22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

**APPENDIX B****SCOPE OF SERVICES**

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**CONSTRUCTION PHASE SERVICES****A. Construction Phase Services**

1. *General Advisor during Construction.* CTI will consult with and advise the City and will, as requested by the City, act as the City's representative during construction. Instructions to the Contractor will be issued by the City. At the request of the City, CTI may be given the authority to act on behalf of the City. For this project, the Resident Project Representative (RPR) may interact directly with the Contractor and with the City's Construction Administrator or other representative, so the RPR may provide various services of CTI listed throughout this Scope. Contributory personnel of CTI will have administrative, supervisory, and advisory involvement with the RPR and miscellaneous interaction with the City and the Contractor during construction.
2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
  - a. CTI will make visits to the site up to a maximum of two hundred eighty eight (288) total hours at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative at the site to assist the City and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the City informed of the progress of the work.
  - b. The Resident Project Representative (RPR) and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described later in this Scope of Services.
  - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of

the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. *Interpretations and Clarifications.* At the request of the City, CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* At the request of the City, CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
6. *Substitutes.* At the request of the City, CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of Section D "Required Additional Services."
7. *Disputes between City and Contractor.* At the request of the City, CTI will act as an interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.

8. *Applications for Payment.* The City will review all applications for payment and the accompanying data and schedules, based on quantities information provided by the Resident Project Representative.
9. *Contractor's Completion Documents.* The City will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents).
10. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable, subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed.
11. *Project Meetings.* At the request of the City, CTI will attend all project-related meetings and conferences with the City, Contractor(s), and other applicable parties.
12. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the City.
13. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 13, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

#### **B. Resident Project Representation**

CTI will furnish a Resident Project Representative (RPR) to observe performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CTI will endeavor to provide further protection for the City against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make CTI responsible for or give CTI control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.



The duties and responsibilities of the RPR are limited to those of CTI in CTI's agreement with the City and in the Contract Documents, and are further limited and described as follows:

1. General

The RPR is CTI's agent at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the City advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the City with the knowledge of and under the direction of CTI.

2. Duties and Responsibilities of RPR

- a. *Schedules.* Review any revisions to the progress schedule proposed by the Contractor, and consult with the City concerning acceptability.
- b. *Conferences and Meetings.* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings. The City will prepare and circulate copies of minutes thereof.
- c. *Liaison:*
  - (1) Serve as the City's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
  - (2) Assist in obtaining from the City additional details or information, when required for proper execution of the work.
- d. *Shop Drawings and Samples:*
  - (1) Receive and record date of samples which are furnished at the site by the Contractor, and notify all applicable parties of availability of samples for examination.
  - (2) Advise CTI, the City and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the City.
- e. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
  - (1) Conduct on-site observations of the work in progress to assist the City in determining if the work is in general proceeding in accordance with the Contract Documents.

- (2) Report to the City whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the City of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
  - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the City appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to the City.
- f. *Interpretation of Contract Documents.* Report to City when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the City.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to the City. Transmit to the Contractor decisions as issued by the City.
- h. *Records:*
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the City's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
  - (2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the City.
  - (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.

i. **Reports:**

- (1) Furnish the City periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (2) Consult with the City in advance of scheduled major tests, inspections, or start of important phases of the work.
- (3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to the City change orders, work directive changes, and field orders
- (4) Report immediately to CTI and the City upon the occurrence of any accident.

j. **Payment Requests.** Review applications for payment with the Contractor for compliance with the approved completed quantities and forward with recommendations to the City, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

k. **Certificates, Maintenance, and Operation Manuals.** During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the City prior to final payment for the work.

l. **Completion:**

- (1) Before the City issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
- (2) Conduct final inspection in the company of the City and Contractor and prepare a final list of items to be completed or corrected.
- (3) Observe that all items on the final list have been completed or corrected and make recommendations to the City concerning acceptance.

### 3. Limitations of Authority

#### The RPR:

- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless recommended by CTI and authorized by the City.
- b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
- c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- d. Will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the City to occupy the project in whole or in part.
- h. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the City.

### C. Additional Services Requiring Authorization in Advance

If authorized in writing by the City, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City.
2. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, City's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.

3. Providing renderings or models for the City's use.
4. Preparing documents for alternate bids requested by the City for Contractor's work which is not executed or documents for out-of-sequence work.
5. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the City in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the City.
6. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the City employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of Section D "Required Additional Services."
7. If CTI's compensation is on the basis of a lump sum or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated.
8. Services during out-of-town travel required of CTI other than visits to the site or the City's office.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
11. Preparing to serve or serving as a consultant or witness for the City in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
12. Providing extensive lead paint abatement.
13. Providing asbestos surveys, investigations, or abatement.
14. Providing investigations, removal, closure, or mitigation of underground storage tanks.

15. Providing wetlands surveys, delineation, investigations, or mapping.
16. Providing investigations, sampling, remediation or removal of any unanticipated hazardous materials.
17. Additional services in connection with the project, including services which are to be furnished by the City and services not otherwise provided for in this Scope of Services.

#### **D. Required Additional Services**

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the City, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the City promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the City if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the City prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

#### **E. Periods of Service**

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.

2. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
3. If the City has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
4. The periods of service under the construction phase are based upon the construction contract time as shown in the bidding and contract documents. If the Contractor fails to substantially complete the project within the original contract time and the City desires CTI to extend the construction phase, the not-to-exceed amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
5. If CTI's services during construction of the project are delayed or suspended in whole or in part by the City for more than 1 year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
6. In the event that the City authorizes CTI to extend construction phase services or resident project representation beyond the expiration of the original construction contract time, the following conditions shall apply:
  - a. Compensation for the extended services shall not be conditional upon the City's collection of liquidated damages from the Contractor.
  - b. The City shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the City's decision to seek liquidated damages from the Contractor for violation of contract time.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:  
CITY OF CANAL FULTON

BY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Insert here and on first line)

ACCEPTED BY CTI:  
CTI ENGINEERS, INC.

BY  \_\_\_\_\_

NAME John V. Lund, P.E.

TITLE Vice President

DATE \_\_\_\_\_



**RECORD OF RESOLUTIONS**

Ozzy Legal Forms, Inc. Form No. 30010

Resolution No.

16-10

Passed

20

A RESOLUTION BY THE COUNCIL  
OF THE CITY OF CANAL FULTON  
TO ENTER INTO AN AMENDED  
AGREEMENT WITH WENGER  
EXCAVATING, INC. TO ENTER INTO  
A CONTRACT CHANGE ORDER FOR  
THE MARSHALLVILLE STREET  
SANITARY SEWER EXTENSION.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for a contract change order for the Marshallville Street Sanitary Sewer Extension.

WHEREAS, Wenger Excavating, Inc. has agreed to an amended proposal acceptable to the City to provide the services needed to implement and construct those changes.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into an amended agreement for a contract change order with Wenger Excavating, Inc. for the Marshallville Street Sanitary Sewer Extension pursuant to proposal attached as Exhibit "A".

\_\_\_\_\_  
John Grogan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution \_\_\_\_\_-10, duly adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_, 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

SEF/bp

## EXHIBIT "A"

## CONTRACT CHANGE ORDER

No. One (1)Date: April 22, 2010Owner: City of Canal FultonContract Title: Marshallville St. Sanitary Sewer Contractor: Wenger Excavating, Inc.

The following changes shall be made to the subject Contract Documents upon signed approval of the Engineer, Owner and Contractor: Add four wyes and 6" laterals at the following approximate locations: STA. 100+10 RT., 101+55 LT., 103+55 RT., and 109+80 LT. (Right-side laterals are bored.)

Item No. (1)	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc. (Supplemental Material Attached) (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
24	6-Inch San. Sewer Lateral: + 24 L.F. x \$35.70.		\$ 856.80
25	10"x6" San. Sewer Wye Incl. 45° Bend: + 4 EA. x \$183.00		\$ 732.00
32	Jack & Bore 6-inch San. Lateral: + 106 L.F. x \$107.00		\$ 11,342.00
Total decrease			
Total increase			\$ 12,930.80
Difference between Col. (3) and (4)			\$ 12,930.80
Net <u>increase</u> in contract price			\$ 12,930.80

The changes result in the following adjustments to the Subject Contract:

Description	Total Price (\$)	Completion Time Calendar Days
Contract prior to this Change Order	\$ 310,853.55	240
Net <u>change</u> by this Change Order	+ 12,930.80	240
Current contract including this Change Order	\$ 332,884.35	240

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: [Signature]  
Engineer

Date 4/22/10

Approved by: \_\_\_\_\_  
Owner

Date \_\_\_\_\_

Accepted by: \_\_\_\_\_  
Contractor

Date \_\_\_\_\_

**RECORD OF RESOLUTIONS**

Dayton Legal Blank, Inc. Form No. 10010

Resolution No.

17-10

Passed

20

A RESOLUTION BY THE COUNCIL  
OF THE CITY OF CANAL FULTON,  
OHIO TO ADOPT AN EMS POLICY.

WHEREAS, the City of Canal Fulton, Ohio desires to establish an  
Emergency Medical Services (EMS) policy for the City of Canal Fulton.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to adopt an EMS Policy pursuant to  
proposal attached as Exhibit "A".

\_\_\_\_\_  
John Grogan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do  
hereby certify that this is a true and correct copy of Resolution \_\_\_\_-10, duly  
adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_.  
2008, and that publication of the foregoing Resolution was duly made by posting  
true and correct copies thereof at five of the most public places in said  
corporation as determined by Council as follows: Post Office, Public Library,  
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council  
Chambers each for a period of fifteen days, commencing on the \_\_\_\_ day of  
\_\_\_\_, 2010.

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

SEF/bp

## **EMS Policy for the City of Canal Fulton**

### **POLICY FOR CHARGING THOSE WHO RECEIVE AMBULANCE OR EMERGENCY MEDICAL SERVICES**

**PURPOSE:** To establish reasonable charges and to provide a policy covering billing procedures for the use of ambulance or emergency medical services provided by the City of Canal Fulton.

Effective May 6, 2008, a charge of \$450 for BLS emergency, \$650 for a Level 1 ALS emergency and \$675 for a Level 2 ALS emergency per call is to be made for ambulance or emergency medical services rendered to persons by the Canal Fulton Fire Department. Additional charges are reflected in section 143.02 Ambulance Service Rates.

1. Effective May 6, 2008, a charge of \$12.00 per BLS and ALS mile of transport to a hospital is to be made for ambulance or emergency medical services rendered to persons by the Canal Fulton Fire Department.
2. Residents will be required to pay to the extent of their private or public medical insurance coverage. Co-payments and deductibles will not be sought from residents; your property tax is considered as payment for co-payments and deductibles.

Residency is determined by address at time of the transport.

No person shall be denied services due to a lack of insurance or ability to pay.

Non-residents do not pay City property taxes and will be billed for any co-payments and deductibles. In the event the non-resident does not have insurance they will be responsible for the full amount of the bill.

3. The City Fiscal Officer shall be responsible for depositing and collecting funds. Money collected shall be deposited in existing fund #222 designated as the "Fire and EMS Fund", and shall continue to be appropriated and administered by Canal Fulton Council and City Fiscal Officer for payment of the costs of managing, maintaining and operating ambulance or emergency medical services in the City.

# **EMS Policy for the City of Canal Fulton**

## **EXCEPTIONS TO EMS CHARGES**

1. There shall be no charge for any passenger who rides in the ambulance.
2. There shall not be a charge to a patient who refuses treatment or for any person that was a victim of a criminal act. Criminal act being defined as rape and/or domestic violence.
3. There shall be no charge for persons affected by natural or man-made calamity or disaster (including fire, flood and storm).
4. Any bill returned and the person is identified as having no permanent residence shall be considered uncollectible and will not be sent to collections. The City will write off these charges since these bills have proven to be uncollectible. Any bills which have been turned over to the collection agency and have been deemed uncollectible by said collection agency shall be written off by the City.
5. There will be no charge for emergency medical transports of Medicaid patients from nursing homes.

## **BILLING/COLLECTION ADMINISTRATION**

1. If the person charged does not have private or public medical insurance and is financially unable to pay; payment options are available to those who qualify. The person shall submit the first page of the previous year's federal tax return to demonstrate their eligibility for any reduction of the bill. Hardship will be determined upon Federal Poverty guidelines. Any income information provided under this policy is confidential and will not be distributed or used in any other way.
2. If a person does not have insurance and does not qualify for hardship deduction, they will have the following options available:
  - a. 25% discount if bill is paid by cash or check within 30 days.
  - b. 10% discount with the balance equally divided over 12 months.

If a person fails to make the required amount of payment, and the account is referred for further collections, the discount will be reversed and the patient will be responsible for the full amount of the bill.

## **EMS Policy for the City of Canal Fulton**

3. An account with more than \$50.00 owing shall be sent to collection if no response has been received requesting insurance information or patient has not contacted the Billing Specialist to make payment arrangements within 90 days of the request. The Ambulance Billing Specialist will provide to the Finance Director a list of potential accounts that are ready to go to collection. The Finance Director will review and authorize the sending of said accounts to collection.
4. Some insurance companies may submit payment to the patient or financially responsible party directly when it should be sent to The City. If this occurs and the patient or financially responsible party has not forwarded the check, they will receive a letter requesting reimbursement. This applies to residents and non-residents alike.
5. All Bankruptcy filings will be sent to the Finance Director with a copy to the law director.
6. Claims will be filed with automobile insurance carriers. However, patients must resolve litigation matters (i.e., auto accidents) outside of this billing process as such legal action may take years to settle. The patient is responsible for payment of the invoice if the carrier has not paid the claim within 90 days of the filing date.

**RECORD OF RESOLUTIONS**

Dayton Legal Blank, Inc., Form No. 30015

Resolution No.

18-10

Passed

, 20

A RESOLUTION BY THE COUNCIL  
OF THE CITY OF CANAL FULTON,  
OHIO TO PERMIT THE FINANCE  
DIRECTOR TO HOLD OTHER PUBLIC  
OFFICE.

WHEREAS, the Finance Director of the City of Canal Fulton, Ohio desires  
to concurrently hold a similar part-time position with New Franklin, Ohio, and

WHEREAS, the Council of the City of Canal Fulton has no objection to  
this proposal.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CANAL FULTON, OHIO, THAT:

The Finance Director of the City of Canal Fulton is permitted to  
concurrently hold other public office, (ie. Part-time Finance Director for New  
Franklin, Ohio) pursuant to Article VI Section 6.02 (B) of the Charter for the  
Municipality of Canal Fulton, Ohio.

\_\_\_\_\_  
John Grogan, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do  
hereby certify that this is a true and correct copy of Resolution \_\_\_\_-10, duly  
adopted by the Council of the City of Canal Fulton, on the date of \_\_\_\_\_.  
2008, and that publication of the foregoing Resolution was duly made by posting  
true and correct copies thereof at five of the most public places in said  
corporation as determined by Council as follows: Post Office, Public Library,  
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council  
Chambers each for a period of fifteen days, commencing on the \_\_\_\_ day of  
\_\_\_\_, 2010.

\_\_\_\_\_  
Tammy Marthey, Clerk-of-Council

Check. Date..... Vendor Name..... Amount.....

040206	04-19-2010	01672 TAMMY MARTHEY	297.49	PRESCRIPTION DRUG PETTY CASH FUNDS
040207	04-15-2010	00004 GARY L. HOSKING	60.01	REIMB. FUEL FOR BUCKET TRUCK
040208	04-16-2010	00733 KAREN HILTBRAND	320.00	CONTRACT CLEANING
040209	04-15-2010	02047 SAM'S CLUB	234.46	PARKS EASTER SUPPLIES/TENNIS NETS
040210	04-19-2010	00844 CANAL FULTON ELECTRICAL SUPPLY	345.00	WATER DEPT.
040211	04-19-2010	01443 CANAL FULTON WATER DEPT.	50.00	DEPOSIT APPLIED TO ACCOUNT
040212	04-19-2010	00490 DALE B. KINCAID	285.95	TAX COLLECTIONS
040213	04-19-2010	01510 JEFFERSON LINCOLN INS. CO.	160.20	INSURANCE
040214	04-19-2010	00923 MCDA INC	510.00	CALIBRATE RADAR UNITS
040215	04-19-2010	00304 MITCHELL COMMUNICATIONS, INC.	85.45	FIRE SERVICE CALL
040216	04-19-2010	00094 OHIO EDISON COMPANY		
040217	04-19-2010	00094 OHIO EDISON COMPANY	18575.34	ELECTRIC
040218	04-19-2010	00399 SBC AMERITECH		
040219	04-19-2010	00399 SBC AMERITECH	747.24	PHONE
040220	04-19-2010	01710 SPEEDWAY SUPERAMERICA	1589.58	FUEL
040221	04-19-2010	00379 STARK COUNTY HEALTH DEPT	45.00	VACCINATION HEPATITIS
040222	04-19-2010	00201 STARK COUNTY TREASURER	240.00	JAIL FEES
040223	04-19-2010	01672 TAMMY MARTHEY	54.76	REIMB. MILEAGE
040224	04-19-2010	01817 TOSHIBA BUSINESS SOLUTIONS	235.00	COPIER
040225	04-19-2010	01483 TRI STATE PUMP	2370.53	SEWER PUMP LIFT STA.
040226	04-19-2010	00404 TRINER OIL CO.	1349.63	DIESEL
040227	04-20-2010	01782 OFFICE MAX; HSBC BUSINESS	42.99	INK
040228	04-22-2010	01782 OFFICE MAX; HSBC BUSINESS	149.39	FOLDERS AND LABELER
040229	04-20-2010	00384 BONDED CHEMICALS INC.	1312.39	SEWER
040230	04-20-2010	00450 CITY OF MASSILLON	2045.00	JAIL FEES
040231	04-20-2010	01651 H.D. WATERWORKS SUPPLY	1771.79	WATER SUPPLIES
040232	04-20-2010	00112 JOHN BARABASCH	28.98	REIMB.SUPPLIES
040233	04-20-2010	00498 QUILL CORPORATION	129.38	OFFICE SUPPLIES
040234	04-20-2010	01710 SPEEDWAY SUPERAMERICA	1162.19	FUEL POLICE DEPT.
040235	04-20-2010	01483 TRI STATE PUMP	700.00	REPAIRS TO LIFT STA. EQUIP.
040236	04-26-2010	Non-issued	0.00	TAX REFUND CHECKS ABORTED
040237	04-26-2010	Non-issued	0.00	
040238	04-26-2010	Non-issued	0.00	
040239	04-26-2010	Non-issued	0.00	
040240	04-26-2010	Non-issued	0.00	
040241	04-26-2010	Non-issued	0.00	
040242	04-26-2010	Non-issued	0.00	
040243	04-26-2010	Non-issued	0.00	
040244	04-26-2010	Non-issued	0.00	
040245	04-26-2010	Non-issued	0.00	
040246	04-26-2010	Non-issued	0.00	
040247	04-26-2010	Non-issued	0.00	
040248	04-26-2010	Non-issued	0.00	
040249	04-26-2010	Non-issued	0.00	
040250	04-26-2010	Non-issued	0.00	
040251	04-26-2010	Non-issued	0.00	
040252	04-26-2010	Non-issued	0.00	
040253	04-26-2010	Non-issued	0.00	
040254	04-26-2010	Non-issued	0.00	
040255	04-26-2010	Non-issued	0.00	
040256	04-26-2010	Non-issued	0.00	
040257	04-26-2010	Non-issued	0.00	
040258	04-26-2010	Non-issued	0.00	
040259	04-26-2010	Non-issued	0.00	



Check. Date..... Vendor Name..... Amount.....

040260	04-26-2010	Non-issued	0.00	
040261	04-26-2010	Non-issued	0.00	
040262	04-26-2010	Non-issued	0.00	
040263	04-26-2010	Non-issued	0.00	
040264	04-26-2010	Non-issued	0.00	
040265	04-26-2010	Non-issued	0.00	
040266	04-26-2010	Non-issued	0.00	
040267	04-26-2010	Non-issued	0.00	
040268	04-22-2010	09000 JESSIE ALLISON	14.52	TAX REFUNDS
040269	04-22-2010	09000 NICK S BRADEN	21.04	"
040270	04-22-2010	09000 VIRGIL AND MARGARET S BURKUTS	21.71	"
040271	04-22-2010	09000 CTI ENGINEERS, INC.	48.00	"
040272	04-22-2010	09000 CTI ENGINEERS, INC (OHIO)	80.12	
040273	04-22-2010	09000 MICHAEL AND LORI DOMEK	63.25	
040274	04-22-2010	09000 CHRISTINA EVERETT	102.97	
040275	04-22-2010	09000 MARLON J EVERETT	145.62	
040276	04-22-2010	09000 HERBERT J FARNSWORTH	167.41	
040277	04-22-2010	09000 FISK/BALYEAT PARTNERSHIP	14.57	
040278	04-22-2010	09000 MELISSA A FRIEZ	92.41	
040279	04-22-2010	09000 MALORY M FYE	35.34	
040280	04-22-2010	09000 STEVE GRUICH	91.71	
040281	04-22-2010	09000 H & W CONTRACTORS, INC.	16.80	
040282	04-22-2010	09000 HOWARD AND SANDRA K HEITGER	51.99	
040283	04-22-2010	09000 ALEXA R HENSAL	71.15	
040284	04-22-2010	09000 FLOYD HERSHEY	265.74	
040285	04-22-2010	09000 RUFUS AND BEATRICE HOFELT	39.98	
040286	04-22-2010	09000 INSURANCE CTR OF STARK COUNTY	80.82	
040287	04-22-2010	09000 JAMES V IRWIN JR	75.29	
040288	04-22-2010	09000 LORI A KOELHER	164.70	
040289	04-22-2010	09000 FREDERICK J LUSTIG	9.09	
040290	04-22-2010	09000 NOREEN MAGDA	38.65	
040291	04-22-2010	09000 EILEEN MCENTEE	239.00	
040292	04-22-2010	09000 RUSSELL AND LISA MORGAN	78.43	
040293	04-22-2010	09000 R & B MANAGEMENT	1749.18	
040294	04-22-2010	09000 SHIRLEY SATIROFF	17.00	
040295	04-22-2010	09000 GABRIELLE SIEGENTHALER	34.56	
040296	04-22-2010	09000 ALLYSON SMITH	27.59	
040297	04-22-2010	09000 KIMBERLY L STOUT-SHERRER	56.88	"
040298	04-22-2010	09000 MARLENE WASHBURN	732.34	"
040299	04-22-2010	09000 CYNTHIA WAYBRIGHT	144.11	"
040300	04-22-2010	00102 U. S. POSTMASTER	140.00	UTILITY
040301	04-20-2010	00646 VERIZON WIRELESS	536.76	CELL PHONE
040302	04-26-2010	00406 B & C COMMUNICATIONS	34.97	SERVICE CALL
040303	04-26-2010	00486 CTI ENVIRONMENTAL, INC.	6386.34	MARSHALLVILLE SEWER
040304	04-26-2010	01705 DYNAMERICAN SEPTIC AND DRAIN	2300.00	WATER LINE BREAK
040305	04-26-2010	01214 HOMETOWN INSURANCE GROUP, INC	13872.40	HEALTH INSURANCE
040306	04-26-2010	00909 INDEPENDENT PROTECTION SYSTEMS	295.00	MONITOR WATER DEPT.
040307	04-26-2010	01476 INDOFF	30.54	OFFICE SUPPLIES
040308	04-26-2010	00554 LAKE BUSINESS PRODUCTS	5.63	COPIER
040309	04-26-2010	01511 MARK COZY	23.00	REIMB.
040310	04-26-2010	01221 MEISTER ROOFING	80.00	ROOF REPAIR
040311	04-26-2010	02257 MEMORY PRODUCTIONS	10.00	
040312	04-26-2010	00596 NEXTEL SPRINT COMMUNICATIONS	298.68	CELL PHONE
040313	04-26-2010	02084 NIMISHILLEN TWP. FIRE DEPT.	3700.34	DISPATCH
040314	04-26-2010	00965 PAUL'S LAWN & GARDEN	83.02	MOWER PARTS

Check. Date..... Vendor Name..... Amount.....

040315	04-26-2010	02082	PHYSIO-CONTROL CORPORATION	3138.44	CONTRACT MEDTRONICS
040316	04-26-2010	00498	QUILL CORPORATION	434.62	COPIER TAX DEPT AND SUPPLIES
040317	04-26-2010	00630	REAM & HAAGER LABORATORY INC	177.50	LAB TEST WATER
040318	04-26-2010	00481	REILLY SWEEPING INC.	3310.00	STREET DEPT. SWEEPING
040319	04-26-2010	00515	VISION SERVICE PLAN - (OH)	807.22	VISION PREMIUM

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**TOTAL**

**\$ 75,354.18**